

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 38
2. Amendment/Modification No.  0001		3. Effective Date  2007MAY04		4. Requisition/Purchase Req No.  SEE SCHEDULE	
5. Project No. (If applicable)					
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ATAB LISA BUTT (586)574-8839 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: LISA.BUTT@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6)  <div style="display: flex; justify-content: space-around;"><span>SCD</span><span>PAS</span><span>ADP PT</span></div>	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. Amendment Of Solicitation No. W56HZV-07-R-0489	
				<input type="checkbox"/> 9B. Dated (See Item 11) 2007APR27	
				<input type="checkbox"/> 10A. Modification Of Contract/Order No.	
				<input type="checkbox"/> 10B. Dated (See Item 13)	
Code		Facility Code			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting And Appropriation Data (If required)					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b> It Modifies The Contract/Order No. As Described In Item 14.					
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.					
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/> D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.					
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
SEE SECOND PAGE FOR DESCRIPTION					
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>					
15A. Name And Title Of Signer (Type or print)			16A. Name And Title Of Contracting Officer (Type or print)		
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	
				16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE		30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0489 <b>MOD/AMD</b> 0001	<b>Page</b> 2 <b>of</b> 38
<b>Name of Offeror or Contractor:</b>		

SECTION A - SUPPLEMENTAL INFORMATION

1. Amendment 0001 to Solicitation W56HZV-07-R-0489 is to provide for the following changes:
  - a. Revise Section A Acquisition Description to reflect this RFP will result in a single IDIQ contract award covering a five year period.
  - b. Revise Section A Quantities to reflect that other potential vehicles in the HMMWV family may be included.
  - c. Revise Section A Contract Award/Type to reference a five year IDIQ contract award.
  - d. Revise Section B Narrative A001 to reflect ordering periods in place of ordering years.
  - e. Revise Section B Narrative A0001 to change the definition of Ordering Period Four to cover deliveries in months 37 - 48 of the contract.
  - f. Revise Section B Narrative A0001 to add Ordering Period Five to include deliveries in months 49 - 60 of the contract (months 49 - 60 were previously included in ordering period 4).
  - g. Revise Section B to change the title of CLINs 0011, 0012, 0013, and 0014 to reflect ordering periods in place of ordering years.
  - h. Revise Section B CLINS 1043 and 1044 to clarify the titles to specify it they are for the option.
  - i. Revise Section B to include the following CLINs to allow for separate Ordering Period 5 pricing: 0015, 0025, 0035, 0045, 0055, 0065, 0075, 0085, 0095, 1015, 1025, 1035, 1045, 1055, 1065, 1075, 1085, 1095.
  - j. Section C.3 is revised to include attachments 12 - 19.
  - k. Section C.10 is revised to reference attachment 019 for local SOP on Overaged Recoverable Items Lists (ORIL).
  - l. Section J is revised to include attachments 12 - 19.
  - m. Revise clause F-9 (52.242-4457 a (iii)) to include with Prior approval of the Contracting Officer.
  - n. Delete clause 52.219-6, Notice of Total Small Business Set Aside.
  - o. Revise clause I-8 Ordering (52.216-18)to clarify that the last month an order can be placed is the end of month 58.
  - p. Attachment 2 is revised to include items (f) and (g).
  - q. Attachment 11 is revised to include additional CLINs added in Section B.
  - r. Attachments 012 - 018 are added to include instructions for the actions in attachment 02.
  - s. Attachments 019a - 019c are added to provide ORIL Guidance
2. As a result of this Amendment 0001, there is no extension to the closing date.
3. Except as provided for herein, all terms and conditions of the solicitation remain unchanged.

\*\*\* END OF NARRATIVE A 0002 \*\*\*

Executive Summary  
Acquisition Description

The US Army TACOM Life Cycle Management Command (LCMC) is soliciting proposals for the Light Tactical Vehicle (LTV) Theater Provided Equipment Refurbishment (TPER) program. The potential variants and quantities of High Mobility Multipurpose Wheeled Vehicles (HMMWV) are in Attachment 1. This RFP will result in a single Indefinite Delivery Indefinite Quantity (IDIQ) contract award covering a five year period. The work is to be performed in Kuwait at a Contractor provided and operated facility with parts requisitioned from the Government Supply System and provided as Government Furnished Material (GFM).

This action is extremely urgent in support of the Global War on Terror (GWOT) and is an accelerated acquisition. The following schedule of events provides you with timeframes necessary to meet an anticipated contract award of July 16th 2007.

Date	Event
Apr 10-13	Release DRAFT RFP (DRFP)
Apr 19	Pre-Solicitation Conference
Apr 27	Release final RFP
May 29	Proposals Due
Jul 16	IDIQ Contract and 1st Delivery Order Award

The Government is unlikely to extend this schedule due to the urgent nature of the requirement in support of GWOT. Offerors are cautioned that failure to respond promptly to Government requests for information during the Source Selection process may result in the requested information not being considered in the evaluation and award trade-off.

Program Objective

The requirement exists to refurbish the Armys fleet of Light Tactical vehicles in Southwest Asia. The conditions the vehicles have experienced OCONUS have led the fleet to need both regularly scheduled mandatory maintenance (completed on all vehicles) and also various other unscheduled maintenance actions (different unscheduled maintenance actions completed on varying quantities of vehicles as required per the Army 10 and -20 maintenance standards) to restore their full mission operability. In order to reduce costs and turn around time, the Government requires the refurbishment to be done at a contractor provided and operated facility located in Kuwait. The refurbishment work is defined as inspecting and restoring the vehicles, including identifying and requisitioning repair parts required as a result of inspection, testing, and maintenance requirements as provided for in the applicable Technical Manuals/Technical Army standards at the -10 and -20 level. For purposes of this requirement this workload will be referred to as 10/20 +. The potential amount of unscheduled maintenance effort to be performed by the contractor is limited by the Points System Checklist, a description of which is attachment 005 to this solicitation. The Points System provides for an inspection of the vehicle by the Army prior to delivery to the contractor, and then a re-inspection by the contractor prior to induction into LTV TPER. If, as a result of this inspection and corresponding assignment of points, the vehicle is assessed as requiring a level of repair beyond the scope of LTV TPER and more fitting for a national level reset, then the vehicle will not be inducted into LTV TPER. The selected contractor shall also be responsible to execute disposition/disposal of all parts removed from the vehicles as directed by the Government.

Quantities

The Army has identified the total quantities of vehicles in theater; these are potential candidates for the LTV TPER program. The maximum monthly delivery rate under the contract to be awarded in LTV TPER is based on a requirement that 1,365 HMMWVs be refurbished the first year and 3,840 HMMWVs be refurbished each subsequent year under the LTV TPER process. The maximum monthly refurbishment rate is as follows:

FLEET/CONTRACT IDENTIFICATION*	MAXIMUM MONTHLY REFURBISHMENT RATE
LIGHT TACTICAL FLEET BASIC	180
LIGHT TACTICAL FLEET OPTION	320

\* The following variants of HMMWVs are the only HMMWV variants that are to be refurbished under this solicitation: M997, M1114 and M1151A1, M1152A1 and M1165A1, and other potential vehicles in the HMMWV family.

Ordering Provision - Variable Monthly Delivery Rates

The Army requires the flexibility to order LTV TPER at varying delivery rates to accommodate the exigencies of the ongoing GWOT. To accomplish this requirement the RFP incorporates range pricing. Under this provision, offerors are required to propose unit prices for several ranges of delivery rates as follows:

For the basic maximum of 180 vehicles per month the ranges are as follows:

Vehicle Type	U/P @35-74/MO* @75-124/MO* @125-180/MO*		
WEIGHTING	10%	30%	60%

For the maximum under the option of 320 vehicles per month the ranges are as follows:

Vehicle Type	U/P @35-74/MO* @75-124/MO* @125-180/MO* @181-240/MO* @241-320/MO*				
WEIGHTING	5%	10%	15%	30%	40%

\* The units contemplated is a combination of any of the variants required under the contract; the Government may order any combination of variants and each variant will count as 1 unit for the purposes of establishing the required delivery rate.

Subject to the following limitations, the Government will have the unilateral authority under the resulting contract to issue orders at any of the stated delivery rates. The Government may vary the delivery rate on a monthly basis, but the contractor will be provided not less than 30 days notice of a change in the required production rate. Changes in delivery rates will be limited to a single range every 30 days. Additionally, the prices proposed will be based on continuous production at not less than the minimum monthly rate. The contractor may refuse to honor any delivery order that incorporates a delivery rate not priced in the contract.

For the purposes of the evaluation only, a weighted average unit price will be derived from the table above. That weighted average unit price will be multiplied times the total quantity for the vehicle type to result in the total evaluated price for the firm fixed price CLINS.

Pricing Structure:

The solicitation will require contractors to provide prices consistent with the following structure:

FIRM FIXED PRICE CONTRACT CLINS:

VEHICLE REFURBISHMENT

The Firm Fixed Price CLINS of the contract will cover the joint-inspection, induction, all mandatory scheduled service actions completed in accordance (IAW) with -10 and -20 Maintenance Manuals, re-assembly required as a result of mandatory service actions, and necessary testing and inspection. The Government will provide all vehicle replacement parts, which will be provided as GFM, necessary to perform the mandatory scheduled maintenance actions IAW -10 and -20 Maintenance Manuals. All other costs associated with performing the firm fixed price CLINS of the contract except for the hardware costs of the vehicle replacement parts are the responsibility of the contractor. This includes all equipment, tools, and machinery, as well as all direct and indirect labor to perform the effort including the ordering of parts from the Army Supply System.

FFP UNSHEDULED MAINTENANCE ACTIONS

Additionally, the following unscheduled maintenance actions consisting of all effort to remove the major assembly and re-install a new GFM assembly shall be firm fixed price on a per unit basis. The contractor is responsible for all costs associated with performing these firm fixed price unscheduled maintenance actions of major pieces of equipment listed below, except for the hardware costs of the vehicle replacement parts, which will be provided as GFM. This includes all equipment, tools, and machinery, as well as all direct and indirect labor to perform the effort including the ordering of parts from the Government. Contractor will be required to use Army Standard Automated Management Information Systems (STAMIS). The following unscheduled maintenance actions on major assemblies shall be firm fixed price. The estimated percentage of vehicles requiring these unscheduled actions for proposal pricing purposes are found below:

MAINTENANCE ACTION	ESTIMATED PERCENT REQUIRED
Engine	65%
Transmission	42%
Transfer Case	65%
Differentials (front and rear)	59%
Geared Hubs	85%

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200 AMP Alternators	30%
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TIME AND MATERIALS:

The contractor shall perform, on a time and materials (T&M) basis, all unscheduled maintenance actions required IAW the -10 and -20 technical manuals (other than the engine, transmission, t-cases, differentials, geared hubs and 200 AMP Alternators), including spot CARC painting (if required). In this regard, and for purposes of proposal preparation and ultimately contract performance, the RFP provides the required categories of direct labor and hours per labor category which offerors will be required to price in their proposals. Each T&M hourly labor rate shall be a fully loaded hourly rate to include an apportionment of all other direct expenses and indirect expenses, and fees necessary to support the performance of -10/-20 unscheduled maintenance actions. Loaded Hourly Labor rates shall include all labor required to order the necessary unscheduled maintenance action replacement parts through the government supply system, performance of the unscheduled maintenance actions, including disassembly and reassembly of the portion of the vehicle affected, supervisory oversight, administrative expenses, and quality control including testing/inspection. Where unscheduled maintenance actions are performed under time and material CLINs, the contractor shall ensure that any overlapping labor that has already been or will be charged as part of a firm fixed price action is not a duplicate charge under the time and materials portion. For example, under scheduled maintenance, tires are removed and replaced depending on tread depth. If the geared hub requires replacement, the time to remove the tires would have already been covered under the scheduled maintenance portion, therefore no longer applicable.

Further detail on pricing structure will be found in Sections B and L.

### Delivery Schedule

Refurbishing the vehicles and quickly returning them to the possession of the U.S. Army is extremely important to support the ongoing GWOT. The required schedule in the contract calls for initial delivery of not less than 35 refurbished vehicles no later than 90 days after contract award. The contractor shall ramp up refurbishment production such that delivery at the maximum rate (180 ea per month) required by the contract is achievable by not later than 180 days after contract award. Once the option is exercised the Contractor shall ramp up refurbishment production such that delivery at the maximum rate (320 ea per month) required by the task order is achievable by not later than month 15 or the first month of the ordering period for which the option is exercised

## Contract Award/Type

The Government is planning to make one Five Year IDIQ contract award resulting from this solicitation.

### Evaluation/Selection.

This acquisition will be acquired on a full and open competition basis utilizing FAR Part 15 source selection tradeoff procedures to obtain best value for the Government. The tradeoff process allows the source selection authority the flexibility to select the best-value offer, which may not always be the lowest price or highest technically rated proposal. The eventual decision will involve a comparison of the strengths, weaknesses and risks in the non-price factors against the evaluated price offered by each proposal, with judgment applied as to which proposal provides the best overall value.

The source selection process shall include a formal Source Selection Evaluation Board (SSEB), established by the Government that will evaluate all proposals submitted for the LTV TPER effort. The SSEB will present their findings to a Source Selection Authority (SSA) for final decision. Following an in depth review of the proposals, the Government will select for contract award the offeror whose proposal offers the best value to the Government. The Government will evaluate the proposals in accordance with the evaluation criteria set forth in Section M of the solicitation. Offerors shall carefully review cost, schedule and performance requirements of this solicitation. Section L instructs the offeror how to present its proposal and Section M sets forth the award criteria and its relative order of importance and the basis for contractor selection. The award criteria are as follows:

Factor 1: Refurbishment Capability  
Factor 2: Performance Risk (Subfactors: Experience and Past Performance)  
Factor 3: Price

Refurbishment Capability is more important than Performance Risk. Performance Risk is significantly more important than Price.

When added together the non-price factors are significantly more important than price

## Past Performance Evaluation Requirements

A past performance questionnaire is provided as attachment 0010 to this solicitation. A copy of this questionnaire should be sent to all customers whom you deem as recent and relevant contracts under Past Performance. Early submission of the Past Performance Questionnaire is important. The Offeror shall request that individuals complete the questionnaire and forward it electronically directly to the Government at [lisa.butt@us.army.mil](mailto:lisa.butt@us.army.mil) no later than five days before the solicitation closing date

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Statement of Work (SOW)

The SOW is included at Section C of the solicitation and provides the specific requirements of the solicitation. The following paragraphs highlight key requirements of the SOW:

The contractor provided and operated facility shall be within about 75 kilometers radius from Camp Arifjan, Kuwait(Facility must be located in Kuwait) and comply with the minimum criteria as prescribed in the SOW.

The contractor will be using the Government supply system to requisition the mandatory and unscheduled maintenance parts, which will be provided as GFM. All GFM, including vehicles to be inducted into the refurbishment program will be provided to the contractor in time to support ongoing contractor operations. If necessary, the contractor may be authorized with Government approval to utilize local purchase procedures. However, the contractor shall assume when preparing their proposal that all parts will be provided via the Government supply system and no costs of parts shall be included in the proposal. The Government will be providing an initial push package of parts to help facilitate the speed at which the contractor can begin refurbishing vehicles.

The Government will use Points System Checklists to qualify vehicles for induction into the LTV TPER Program. The checklists will be applied to the LTV TPER vehicles prior to arrival at the Refurbishment Center to ensure that the appropriate candidate vehicles are refurbished. The contractor will then conduct a joint Government/Contractor inspection of the vehicles to help determine which unscheduled maintenance actions are required. There is a high probability that during the course of the mandatory maintenance actions the contractor may discover additional unscheduled maintenance actions that were not discovered during the initial joint Government/Contractor inspection.

The contractor will be required to execute disposal of all removed parts/components in accordance with instructions from the Government. Some high value items will require protective packaging. See section C.

Order of Precedence

In the event of any inconsistency between the Executive Summary and the RFP, the RFP takes precedence.

Administration

The solicitation for this effort, W56HZV-07-R-0489 and all associated information are posted on the LTV TPER home page on the World Wide Web at the following site: <http://contracting.tacom.army.mil/majorsys/hmmwvtpe/hmmwvtpe.htm>

The Government will post any amendments to the solicitation at this site as well as answers to any industry-generated questions. Certain documents will only be published on the web page. Offerors are responsible to periodically review and monitor the LTV TPER home page to ensure that they have the most current information for this solicitation. If you have any questions regarding web access, contact the TACOM Electronic Contracting Help Desk at e-mail: \\*HYPERLINK <mailto:acqcenweb@tacom.army.mil>

\*\*\* END OF NARRATIVE A 0001 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USES IS AS FOLLOWS:</p> <p>THE FIRST CLIN (001) UNDER THIS SOLICITATION IS FOR THE MINIMUM ORDER QUANTITIES. THESE QUANTITIES WILL BE SEPARATELY PRICED. ANY QUANTITY GREATER THAN THE MINIMUM THAT IS ORDERED DURING THE FIRST ORDERING PERIOD WILL BE ORDERED UNDER THE CLIN 0011 - (FIRST ORDERING PERIOD)</p> <p>FOR THE REMAINING CLINS:</p> <p>THE FIRST DIGIT SIGNIFIES IF THE OPTION HAS BEEN EXERCISED (THE FIRST DIGIT IS A 0 IF THE OPTION HAS NOT BEEN EXERCISED AND 1 IF THE OPTION HAS BEEN EXERCISED) THE NEXT TWO DIGITS SIGNIFY THE ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING PERIOD, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING PERIOD, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING PERIOD, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING PERIOD,ETC.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING PERIOD</u> OF THE CONTRACT IS FOR THE FIRST 10 MONTHS OF DELIVERY (MONTHS 3 - 12 AFTER AWARD OF THE CONTRACT).</p> <p><u>SECOND ORDERING PERIOD</u> OF THE CONTRACT IS FOR DELIVERIES IN MONTHS 13 - 24 OF THE CONTRACT.</p> <p><u>THIRD ORDERING PERIOD</u> OF THE CONTRACT IS FOR DELIVERIES IN MONTHS 25 - 36 OF THE CONTRACT</p> <p><u>FOURTH ORDERING PERIOD</u> OF THE CONTRACT IS FOR DELIVERIES IN MONTHS 37 - 48 OF THE CONTRACT.</p> <p><u>FIFTH ORDERING PERIOD</u> OF THE CONTRACT IS FOR DELIVERIES IN MONTHS 49-60 OF THE CONTRACT.</p> <p>NOTE: ALL ORDERS MUST BE PLACED AT LEAST 60 DAYS PRIOR TO DELIVERY</p> <hr/> <p>The information presented below applies to CLINs 0001 - 0015, and 1012 - 1014:</p> <p>Minimum 5 year Quantity: 420 EACH (this will be ordered at the time of the basic contract award)</p> <p>Maximum 5 year Quantity: 16,445 EACH</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED. NOTE THE MINIMUM AND MAXIMUM QUANTITIES UNDER THIS SOLICITATION ARE FOR ALL VEHICLES (HMMWVs) COMBINED. THERE ARE NO MINIMUM OR MAXIMUMS GUARANTEED OF EACH VEHICLE TYPE (E.G. MINIMUM NUMBER OF SPECIFIC HMMWV VARIANT). THE GOVERNMENT HAS PROVIDED THE ESTIMATED RATIO OF VEHICLES IN ATTACHMENT 002 TO BE RECEIVED BUT THIS IS AN ESTIMATE ONLY. THE MINIMUMS AND MAXIMUMS PROVIDED FOR UNDER THESE CLINS SATISFY THE REQUIREMENT TO PROVIDE MINIMUM AND MAXIMUM QUANTITIES UNDER AN IDIQ CONTRACT.</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33 OR SF1449 COVER SHEET.</p> <p>RESPONSES TO REQUEST FOR PROPOSALS (RFPs) ARE SENT TO <a href="mailto:OFFERS@TACOM.ARMY.MIL">OFFERS@TACOM.ARMY.MIL</a> &lt;<a href="mailto:OFFERS@TACOM.ARMY.MIL">mailto:OFFERS@TACOM.ARMY.MIL</a>&gt;. SEE DIRECTIONS IN THIS WEBPAGE FOR ACCEPTABLE ELECTRONICS FORMATS AND ACCEPTABLE MEDIA.</p> <p>CLINS 0001, 0011-0015, and 1012 - 1015 Are for the mandatory actions required for each vehicle type to be completed IAW the SOW. These actions are Firm Fixed Priced.</p> <p>(End of narrative A001)</p>				
0001	<p><u>LTV MINIMUM QUANTITIES</u></p> <p>NOUN: LTV SCHEDULED MAINTENANCE SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	420		\$ _____	\$ _____
0011	<p><u>FIRST ORDERING PERIOD</u></p> <p>NOUN: LTV SCHEDULED MAINTENANCE SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>			\$ _____	\$ _____



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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	INSPECTION: OriginACCEPTANCE: Origin				
	<u>SECOND ORDERING PERIOD</u>			\$ _____	\$ _____
	NOUN: LTV SCHEDULED MAINTENANCE SECURITY CLASS: Unclassified				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	<div>THIRD ORDERING PERIOD</div> <div>NOUN: LTV SCHEDULED MAINTENANCE SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div>			\$	\$
0014	<div>FOURTH ORDERING PERIOD</div> <div>NOUN: LTV SCHEDULED MAINTENANCE SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div>			\$	\$

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	<u>FIFTH ORDERING PERIOD</u>  NOUN: LTV SCHEDULED MAINTENANCE SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination			\$ _____	\$ _____
0025	<u>FIFTH ORDERING PERIOD</u>  NOUN: ENGINE FFP - UNSCHEDULED SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination			\$ _____	\$ _____
0035	<u>FIFTH ORDERING PERIOD</u>  NOUN: TRANSMISSION FFP-UNSCHEDULED SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination			\$ _____	\$ _____
0044	<u>FOURTH ORDERING PERIOD OPTION</u>  NOUN: TRANSFER CASE FFP-UNSCHEDULED			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin				

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	<u>FIFTH ORDERING PERIOD</u>  NOUN: TRANSFER CASE FFP-UNSCHEDULED SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination			\$ _____	\$ _____
0055	<u>FIFTH ORDERING PERIOD</u>  NOUN: DIFFERENTIALS FFP-UNSCHEDULED SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination			\$ _____	\$ _____
0065	<u>FIFTH ORDERING PERIOD</u>  NOUN: GEARED HUBS FFP - UNSCHEDULED SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination			\$ _____	\$ _____
0075	<u>FIFTH ORDERING PERIOD</u>  NOUN: ALTERNATORS FFP - UNSCHEDULED			\$ _____	\$ _____

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0085	SECURITY CLASS: Unclassified				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin      ACCEPTANCE: Origin				
	FOB POINT: Destination				
	<u>FIFTH ORDERING PERIOD</u>			\$ _____	\$ _____
0095	NOUN: UNSCHEDULED T&M - LABOR				
	SECURITY CLASS: Unclassified				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin      ACCEPTANCE: Origin				
	FOB POINT: Destination				
	<u>FIFTH ORDERING PERIOD</u>			\$ _____	\$ _____
1015	NOUN: TIME AND MATERIALS - MATERIAL				
	SECURITY CLASS: Unclassified				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin      ACCEPTANCE: Origin				
	FOB POINT: Destination				
	<u>FIFTH ORDERING PERIOD OPTION</u>			\$ _____	\$ _____
	NOUN: LTV SCHEDULED MAINTENANCE				
	SECURITY CLASS: Unclassified				
	<u>Packaging and Marking</u>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1025	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination  <u>FIFTH ORDERING PERIOD OPTION</u>  NOUN: ENGINE FFP - UNSCHEDULED SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination			\$ _____	\$ _____
1035	<u>FIFTH ORDERING PERIOD OPTION</u>  NOUN: TRANSMISSION FFP-UNSCHEDULED SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination			\$ _____	\$ _____
1043	<u>THIRD ORDERING PERIOD OPTION</u>  NOUN: TRANSFER CASE FFP-UNSCHEDULED SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin			\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1045	<u>FIFTH ORDERING PERIOD OPTION</u>  NOUN: TRANSFER CASE FFP-UNSCHEDULED SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination			\$ _____	\$ _____
1055	<u>FIFTH ORDERING PERIOD OPTION</u>  NOUN: DIFFERENTIALS FFP-UNSCHEDULED SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination			\$ _____	\$ _____
1065	<u>FIFTH ORDERING PERIOD OPTION</u>  NOUN: GEARED HUBS FFP - UNSCHEDULED SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination			\$ _____	\$ _____
1075	<u>FIFTH ORDERING PERIOD</u>  NOUN: ALTERNATORS FFP - UNSCHEDULED SECURITY CLASS: Unclassified			\$ _____	\$ _____



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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1085	<u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination				
	<u>FIFTH ORDERING PERIOD OPTION</u>  NOUN: UNSCHEDULED T&M - LABOR SECURITY CLASS: Unclassified			\$ _____	\$ _____
1095	<u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination				
	<u>FIFTH ORDERING PERIOD OPTION</u>  NOUN: TIME AND MATERIALS -MATERIAL SECURITY CLASS: Unclassified			\$ _____	\$ _____
	<u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Section C  
 Refurbishment of High Mobility Multipurpose Wheeled Vehicles (HMMWV) Tactical System

DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

- C.1 General
- C.2 Pre-Inspection Process
- C.3 Vehicle Requirements
- C.4 PRE-INDUCTION PROCEDURES AT CAMP ARIFJAN
- C.5 INDUCTION INSPECTION PROCEDURES AT CONTRACTOR'S FACILITIES
- C.6 Refurbishment
- C.7 Pricing Structure
- C.8 Final Inspection
- C.9 Return of Vehicles
- C.10 Unused Unserviceable Parts
- C.11 Government Supply System
- C.12 Facility Location
- C.13 Personnel
- C.14 Parts Push Package
- C.15 Task Order
- C.16 COR
- C.17 Quality Assurance/Quality Control
- C.18 Start of Work Meeting
- C.19 Performance Evaluation Meeting
- C.20 Reports
- C.21 Definitions
- C.22 Government Furnished Material, Property, and Services
- C.23 Contractor Furnished Items and Services
- C.24 General SOW Requirements

C.1 GENERAL

C.1.1 BACKGROUND. The requirement exists to refurbish the Armys fleet of HMMWV Tactical vehicles in Southwest Asia. The models to be refurbished under this action are: M997, M1114, M1151, M1152, M1165, and other potential vehicles in the HMMWV family. Coalition Forces Land Component Commands (CFLCC) intent is to establish a refurbishment program for equipment that has become highly worn due to battle damage, high mileage, extended usage, and additional weight due to armor and enhancements, extreme temperatures, and lack of sustained maintenance programs in the performance of their mission. Vehicles require regularly scheduled mandatory maintenance. Various unscheduled maintenance actions may be required on varying quantities of vehicles as required per the Army 10 and -20 maintenance standards to restore their full mission operability. Refurbishment must be done at a contractor provided and operated facility located in Kuwait.

C.1.2 DESCRIPTION. The contractor shall provide diagnosis, services and repairs in accordance with Technical Manuals (TMs), Technical Bulletins (TBs) Maintenance Advisory Messages (MAM), Modification Work Orders (MWO), Delayed Desert Damage (DDD) and other military instructions related to the equipment being diagnosed, serviced and repaired in support of the militarys refurbishment program. The contractor will refurbish end items and the associated subsystems.

C.1.3 FACILITY. The contractor shall operate a facility in Kuwait within about 75 KM of Camp Arifjan to receive, classify, store, and refurbish items and the associated subsystems. The refurbishment work includes, but is not limited to: inspection, cleaning, adjusting, repair and replacement, or the repair or replacement of major assemblies and subassemblies, as further detailed throughout the scope of work. The repair and replacement may include, but is not limited to circuit cards, electrical wiring, suspension components, bodywork and frame repairs, glass replacement, steering, front end, drive train, and brake components, radiator, hoses and belts, as further detailed throughout the scope of work. Some tasks may require light welding. Only spot CARC painting due to exposed metal or after repair due to corrosion or body damage is required. The Government Quality Assurance Representative (QAR) or Administrative Contracting Officer (ACO) will retain authority to waive the repair of any unscheduled maintenance action to a vehicle that is cosmetic in nature (e.g. tear in seat cushion). The contractor shall complete all required Scheduled Maintenance and Repair actions, and removal and replacement of specific major subcomponents as authorized under the fixed price CLINs and all authorized unscheduled maintenance and repair actions under the Time & Material (T&M) CLINs. For final acceptance, the contractor shall demonstrate all scheduled and unscheduled maintenance and repair actions were performed as authorized by the Government.

C.2 PRE-INSPECTION PROCESS. The Government will use the Points System Checklists at Attachment 005 to initially qualify vehicles for induction into the Light Tactical Vehicle (LTV) Theater Provided Equipment Refurbishment (TPER) Program. This checklist determines whether the vehicle shall be a candidate for National Level RESET or if the vehicle is suitable to be refurbished under the LTV TPER

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effort. The checklists will be applied to the LTV TPER vehicles prior to arrival at the Refurb Center to insure that the appropriate candidate vehicles are provided to the contractor for refurbishment under this program. In the event the contractor receives a vehicle system that does not meet the induction criteria for the refurbishment program IAW Attachment 005, the contractor shall notify the DCMA ACO who shall provide disposition instructions. In no event shall a vehicle that qualifies for National Level RESET be inducted into the TPE Refurb program.

C.3 VEHICLE REQUIREMENTS. All vehicles will be inspected, and repaired if required using the referenced material and criteria provided in Attachments 003, 004, 005, and 0012 - 0018. These detailed service instructions include mandatory repair tasks and unscheduled maintenance tasks that are dependent on condition of vehicles at the time they are processed through the facility.

- Attachment 001 Mix of Candidate Vehicles
- Attachment 002 Additional Instructions for Enhancements and Upgrades
- Attachment 003 Applicable Publications and Forms
- Attachment 004 Additional Instructions and Mandatory Replacement Parts
- Attachment 005 Applicable Point System Checklist
- Attachment 006 SOP on DRMO retrograde of the unserviceable assemblies
- Attachment 007 Unified Facilities Criteria (UFC) DoD Minimum Antiterrorism Standards for Buildings
- Attachment 012 Frag 1, 2, and 5 Modification Installation
- Attachment 013 Frag 2 Font Wheelwell Armor Ver 2
- Attachment 014 Frag 5 Install Instructions Change 3
- Attachment 015 Door IED Aluminum Overlay EIR
- Attachment 016 Gunner Restraint Install Instructions
- Attachment 017 Fire Suppression Installation Instructions
- Attachment 018 Install Instructions O-GPK-BPMTU
- Attachment 019a DLR/ORIL External SOP
- Attachment 019b Overage Recoverable Items Policy
- Attachment 019c POC Information

Documents referenced in Attachment 003 can be found at the following:

- <https://acc.dau.mil/CommunityBrowser.aspx?id=32379>
- <https://www.logsa.army.mil>

The contractor shall provide all necessary resources and management to perform the following processes:

C.4 PRE-INDUCTION PROCEDURES AT CAMP ARIFJAN. Vehicles requiring Refurb shall require transportation (vehicles may or may not be drivable) in order to be inducted at the Contractors facility. The Contractor shall be required to obtain the vehicles from the designated CLASS VII yard at Camp Arifjan. The contractor assumes responsibility of each vehicle upon receipt of each vehicle at Camp Arifjan IAW the applicable Government Furnished Property clauses contained in this solicitation. The condition of the vehicle will be noted in the documentation provided upon contractor receipt at Camp Arifjan. This work includes, but it is not limited to: providing transportation assets to facilitate handling, classifying, storing of Class VII end items and return of refurbished vehicles back to the designated CLASS VII yard at Camp Arifjan. The Government will notify the Contractor of available vehicles by serial number prior to vehicle pickup.

C.5 INDUCTION INSPECTION PROCEDURES AT CONTRACTOR'S FACILITIES. Upon receipt of the vehicles the contractor shall load them in Unit Level Logistic System-Ground (ULLS-G) and process ULLS-G work order through Standard Army Maintenance System E (SAMS-E). The contractor shall process ULLS-G work orders through SAMS-E from customers identified by the government as direct customers. The contractor shall order supplies and parts using the SAMS-E. The contractor shall pick up and turn-in supplies and repair parts from and to the Supply Support Activity, (SSA) at Camp Arifjan In Accordance With, (IAW) AR 710-2, DA PAM 710-2-1 and AR 750-1. Each vehicle received by the contractor for induction into the LTV TPER process shall be jointly inspected by the Contractor and the Government. It shall be jointly confirmed that the vehicle to be inducted meets the criteria for refurbishment spelled out in the Points System Checklist, Attachment 005. The contractor and the Government shall validate the initial results of the Points System Checklists completed during the pre-inspection process (see paragraph C.2) by completing a checklist for each vehicle to confirm the original results at the TPE Refurb Center. General condition of the vehicle to include all missing, damaged, destroyed, or non-standard components shall be noted and recorded. During the joint inspection, the contractor shall also check vehicles and equipment for sensitive, classified and hazardous materials to include Arms Ammunition and Explosives (AA&E) and take appropriate action in accordance with local SOP and QAR direction.

C.5.1 INSPECTION AND MAINTENANCE AUTHORIZATION DOCUMENT (IMAD) Upon completion of the joint inspection, the contractor shall prepare an inspection report detailing all maintenance and repair actions needed for that particular vehicle. This inspection report shall include all mandatory maintenance and replacement actions required by the firm fixed price CLINs and applicable TMs. This inspection report shall also include the Contractor recommendation to the QAR as to:

1. The extent that any of the 6 major sub-assemblies (engine, transmission, differential, transfer case, geared hub, 200 AMP Alternator)

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require replacement under the LTV TPER.

2. Any required additional maintenance that is not included in the firm fixed price, needed to bring the vehicle up to -10/-20 standards. The ACO or QAR will retain authority to waive the repair of any unscheduled maintenance action to a vehicle that is cosmetic in nature (e.g. tear in seat cushion).

The Inspection and Maintenance Authorization Document (IMAD) format shall be approved IAW Contract Data Requirements List (CDRL) A001.

C.5.2 The contractor shall provide, as part of the IMAD, an estimate of the number of hours needed to effect the maintenance and repair action that are beyond those included in the firm fixed price scope of work. This estimate shall include a breakdown of the skills required to perform the maintenance and repair, matched against the skills provided in the Time & Materials CLINS of the contract. If a vehicle requires no unscheduled maintenance actions, an IMAD shall be prepared showing zero unscheduled maintenance hours and approved by the ACO.

C.5.2.1 Upon approval of the IMAD by the ACO, the contractor is authorized to proceed to perform, the scheduled maintenance, any approved major subsystem removal and replacement action and the approved unscheduled maintenance and repair actions, and any ancillary or associated maintenance and repair actions, up to the hours authorized by the ACO. In the event that during the course of the maintenance and repair actions the contractor discloses additional unrelated needed maintenance or repairs, or if the hours authorized by the ACO are expended, the contractor shall prepare and present to the ACO an amended IMAD with a revised estimate of the T&M effort required. The amended IMAD shall include all previously authorized work plus the additional required maintenance and repairs. Upon approval of the amended IMAD the contractor may proceed to execute the revised estimate of maintenance and repair actions. The contractor shall track total authorized T&M hours for each individual vehicle inducted.

C.5.2.2 The contractor shall be responsible to total all T&M hours authorized for all vehicles received. When the total hours authorized reaches 75% of the total hours funded for any labor category under the contract, the contractor shall notify the PCO that additional funding may be needed. In no event is the Contractor authorized to expend more hours than the amount funded under the applicable CLINS. This tracking of authorized hours shall also include a reconciliation of the hours authorized to the hours actually expended for a completed, accepted vehicle, with the authorized hours account credited for any hour authorized but not expended. The contractor shall make the total hours expended available to the Government upon request.

C.5.2.3 The approved IMAD will become the basis for inspection and acceptance of the vehicle. At the end of the LTV TPER process the contractor shall present the IMAD with a DD250 (or as an attachment in Wide Area WAWF) to the QAR so that the QAR may verify that the work authorized was satisfactorily performed. The QARs signature on the DD250 (or in WAWF) will authorize payment of the firm fixed price amount established in the CLIN for LTV TPER of the vehicle and the T&M portion as established on the IMAD. Separate DD250s are authorized as needed for invoicing the T&M portion. However, unless authorized by the ACO/QAR, the contractor shall not invoice for the T&M portion of this contract until the vehicle has completed all scheduled and unscheduled maintenance and been accepted by the QAR.

C.5.3 IMAD Summary Report (Monthly). The contractor shall incorporate the following information taken from the IMAD and DD250 (or WAWF). At a minimum the information shall include: Vehicle serial number and total Unscheduled Maintenance Hours expended on the vehicle by action (each task). A brief description of accomplishments and any outstanding issues or problems shall also be included. The contractor shall collect this information in a database in Microsoft Excel format and provide to the Government IAW CDRL A002.

C.6 REFURBISHMENT. The contractor shall perform vehicle maintenance to include both scheduled and unscheduled maintenance actions IAW the applicable Attachments 002, 003, 004, and 005 to bring each vehicle to the -10 and -20 maintenance standards.

This effort includes the contractor installing or if applicable refurbishing of armor and enhancements as required in Attachments 002 and 004.

C.7 PRICING STRUCTURE. The scope of work under this contract is composed of both Firm Fixed Price and Time and Materials components.

C.7.1 FIRM FIXED PRICE. The contractor shall include and perform at a fixed price the following: Pickup and transportation from Camp Arifjan to Contractors facility (and return upon completion), induction and initial joint Government and Contractor inspection, performance of all mandatory scheduled services in accordance with Attachment 004, all reassembly of the vehicle that is related to those actions, the final inspection requirements of the vehicles and administrative time to include ordering parts and any supply transactions required on the vehicle as it's received.

C.7.2 FIRM FIXED PRICE-MAJOR SUB ASSEMBLIES. The following items are not mandatory replacement actions however shall be firm fixed priced. All unscheduled maintenance that involves the removal and replacement of engines, differential, transmissions, transfer cases, geared hubs, and 200 AMP alternators shall be firm fixed price. This shall include all costs associated with the effort in replacing the subassembly and include the cost of packaging the used recoverable part and transportation of them to Camp Arifjan. Additional information on unserviceable parts may be found in C.10.

C.7.3 TIME AND MATERIALS.

The contractor shall charge and perform on a time and materials basis all unscheduled maintenance actions IAW -10 and -20 technical manuals, including spot CARC painting (if required) to include covering unit insignias, serial numbers, inspection dates or any other

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information from the hoods, bumpers and fenders, that are not firm fixed price. Unless specifically approved by the Government, the contractor is not authorized to perform any work under this contract on vehicles not meeting the threshold for induction into LTV TPER as established in the Points System Checklist. The unscheduled maintenance charged under time and materials shall include all labor required to replace the part. If the replacement of the part requires additional testing and inspection requirements the contractor shall charge that portion under time and material. In the event of an unscheduled maintenance action charged under time and material, the contractor shall ensure that any overlapping labor that has already been or will be charged as part of a firm fixed price action is not charged under the time and materials portion.

**C.8 FINAL INSPECTION.**

Upon completion of all Scheduled Maintenance and Repair actions required under the firm fixed price CLINs and all authorized unscheduled maintenance and repair actions under the T&M CLINs, the contractor shall demonstrate the vehicle is in accordance with the Government approved Final Inspection Record (FIR)(see C.17.3 for FIR requirements) for that vehicle, including demonstrating that all scheduled and unscheduled Maintenance & Repair actions annotated on the IMAD were performed as authorized.

C.8.1 If the vehicle successfully demonstrates full FIR performance the vehicle shall be finally accepted and a DD250 or WAWF with the IMAD attached shall be approved by the QAR.

C.8.2 If full FIR performance is not achieved by the vehicle, the contractor shall, within the firm fixed price, investigate and determine the cause of the shortcomings. If the performance shortcoming is caused by a workmanship on Maintenance and Repair actions that the contractor performed or as a result of contractor furnished material, regardless of whether the work was performed under the FFP or T&M portions of the contract, the contractor shall provide at no additional cost to the Government all labor needed to remedy such shortcoming and demonstrate full FIR performance.

C.8.3 If full FIR performance is not achieved, but there is no workmanship or material failure in any of the Maintenance and Repair actions attributable to the contractor under the FFP or T&M CLINs, then the contractor shall be considered to have met its performance obligation under the contract, and is entitled to full payment for the firm fixed price work performed. The Government may authorize additional T&M effort to bring the vehicle up to full FIR performance levels.

C.9 RETURN OF VEHICLES. The contractor shall coordinate with the Government to return the vehicles after inspection and acceptance.

**C.10 USED UNSERVICEABLE PARTS.**

The contractor shall, on a weekly basis, obtain the Overage Reparable Item List (ORIL) by the supported warehouses using SARSS. The contractor will have 10 days to turn-in all used/ excess recoverable parts and major assemblies. Turn-in shall be IAW Camp Arifjan local turn-in SOP (attachment 019) and IAW AR 710-2, paragraph 2-13. See DRMO retrograde of unserviceable assemblies attachment SOP (encl 5). The contractor shall perform disposal or turn-in of barrels or pallets of POL in accordance with local SOP or QAR instruction. If the container in which the new assembly was shipped is still suitable for packaging, the major sub-assemblies (Engines, differentials, transmissions, transfer cases, geared hubs and 200 AMP alternators) shall be packaged in the same container. If the container is not suitable for packaging, the contractor shall provide a similar container. The contractor shall drain all fluids from the item; ensure the container is free of oil and otherwise suitable for shipment to the Supply Support Activity (SSA).

C.11 GOVERNMENT SUPPLY SYSTEM: The contractor shall use the Armys Supply system IAW AR 710-2, DA PAM 710-2-1, DA PAM 710-2-2, AR 725-50, AR 750-1, and associated automated system TMs. The contractor shall use SAMS-E to requisition, receive and track shipping status of all Government furnished CL IX material IAW applicable US Army regulations, local command policies, and the SAMS-E user manual. The contractor shall ensure their facility has a dedicated line for File Transfer Protocol (FTP) blast capabilities. The contractor shall be responsible for providing trained/certified personnel who have an understanding of US Army supply and SAMS-E operating systems. The Government will furnish a DODAAC.

C.11.1 In the event the contractor cannot obtain parts through the Government supply system within sufficient time to complete the timely repair of vehicle, the contractor is authorized to locally purchase parts through commercial sources upon receipt of ACO approval. In the event the contractor locally purchases, the contractor shall document all parts costs associated with parts obtained commercially by serial number and provide proper invoicing information. The contractor shall keep records of purchase and running total of expenditures per FAR 45.5 and property control plan. After the contractor exhausts all other means for obtaining the required parts to continue vehicle refurbishment, the contractor may, as authorized by the ACO, utilize parts available from other Government owned vehicles in its possession.

C.11.2 When the total cost of parts authorized by the ACO reaches 75% of the total dollar amount funded under the contract, the contractor shall notify the PCO that additional funding may be needed. Any parts obtained in this manner shall meet OEM standards so as to not degrade or impact the technical and logistics requirements established for the system. The contractor shall invoice for the material under the Time and Materials CLINs only when the contractor purchased part is utilized not when the part is purchased.

C.11.3 The contractor shall maintain an adequate inventory, via the Government supply system, of mandatory replacement parts and those which may be needed in the course of repair that are found in the appropriate Technical Manual and related reference material associated with the equipment so as not to jeopardize performance under the scope of this contract. However, the contractor is responsible to manage the inventory of parts such that excessive inventory is not accumulated, and shall promptly notify the ACO when GFM parts in its possession are excess to current and anticipated delivery requirements and are available for return to the supply system. Contractor

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shall ensure segregation of Government furnished material and any parts or equipment that has been locally purchased. The contractor shall receive, store, and issue all CL III POL and CL IX material as necessary in support of the effort. The contractor will identify and inspect supplies upon receipt for damage and shortages IAW AR 735-11-2. The contractor shall continually maintain an adequate inventory at all times. To ensure inventory accountability, the contractor will be required to perform 100% wall-to-wall location and inventory surveys on shop stock. These inventories will be conducted on a quarterly basis IAW AR 710-2 paragraph 3-24 and AR 735-5 paragraph 2-6. Copies of inventory adjustment reports shall be maintained and submitted to the cognizant COR and DCMA ACO. The contractor shall maintain accountability records, voucher registers and stock control of materiel received, issued and stocked. The contractor shall keep records of purchases and a running total of all requisition expenditures, cost data, and lead times per FAR 45.4 and the contractors property control plan. The contractor will provide the government copies of all CL IX expenditures and any supply related data upon request.

C.11.4 SUPPLY SUPPORT ACTIVITY. The Contractor shall be required to obtain the Government provided parts from the appropriate Supply Support Activity (SSA), located at Camp Arifjan, to maintain the Refurb delivery schedule. This work includes, but it is not limited to: providing transportation assets to facilitate handling, classifying, storing of Class IX repair parts and return of unserviceable assemblies to the SSA. Attachment 006 provides the local SOP on DRMO retrograde of the unserviceable assemblies. The local SOP on retrograde of unserviceable assemblies will be provided no later than receipt of contract award.

C.12 LOCATION. The contractor shall provide a facility within about 75 KM radius of Camp Arifjan, Kuwait, that meets the minimum criteria as prescribed in Attachment 007. Contractors Facility must be located in Kuwait and be easily accessible to Camp Arifjan. The contractor shall site its facilities in consideration that the contractor will be conveying significant numbers of heavy equipment and repair parts to and from the contractors location. The contractor shall locate the facilities such that there is easy access to the facility without any undue burden or disruption of the local course of business, livelihood, culture and sensibilities of the local population.

C.12.1 FACILITY. The contractors facility shall have sufficient space to accommodate the performance of Government personnel. The space at a minimum shall include 7 workstations that allow for access to the internet and phone service. The contractor shall also provide the following in each of the 7 workstations: laptop computer, and telephone. One printer, and one scanner shall also be provided by the contractor, and it shall be located in a common area. This shall be completed within 60 days.

C.13 PERSONNEL. All contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

C.13.1 The Contractor shall hire personnel capable of performing maintenance, receiving, classifying, storing and issuing equipment, parts and supplies IAW Army Technical Manuals and Technical Bulletins and reference material related to the equipment being refurbished, and applicable Army Regulations governing maintenance (AR 750-1), supply (AR 710-2) (DA PAM 710-2-1 and property accountability (AR 735-5) requirements. The Contractor shall provide for a sufficient number of English speaking personnel to insure that the Scopes of work and U.S. Army reference material can be fully understood and implemented during the refurbishment process.

C.13.2 The contractor shall comply with the current CONUS Replacement Center (CRC) requirements at the time of deployment of personnel from CONUS to Kuwait.

C.13.3 Prior to deployment, the Contractor shall ensure that each contract employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the Contracting Officer.

C.13.4 The Government will provide the contract employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees. Current POC for this training is Mr. Earl Davis, AMC CONUS Deployment Representative, (404) 464-6293. The training will take place at the CRC located at Fort Bliss, TX. (Subject to location change)

C.13.5 The Government shall provide the contract employees with all identification cards and tags required for deployment. These shall be obtained through the CRC. The contract employees are required to obtain a medical screening at the CRC for FDA approved immunizations, which shall include DNA Sampling. The contract employees are required to bring passports, visa, shot records and personal items to the CRC. They may also be issued all required military unique Organizational Clothing and Individual Equipment (OCIE) at the CRC.

C.13.6 The Government shall provide the contract employees with the necessary ISOPRED and FPI and SERE training. This training will be conducted at the CRC.

C.14 PARTS PUSH PACKAGE. The Government will provide as a part of Government Furnished Material, a push package of parts to facilitate timely refurbishment of vehicles during the initial ramp up period. The push package will consist of the mandatory and selected unscheduled replacement parts sufficient for 3 months of production. Full listing of push parts will be provided to the contractor 10 days after contract award. Contractor will be allowed to respond and request adjustments to the initial push packages within 7 days of

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receipt of the push package list.

C.15 TASK ORDER. The Contractor shall begin performance after date of award and award of the first task order. The facility shall establish an Initial Operational Capability (IOC) by inducting vehicles meeting the criteria for refurbishment for processing, and having 7 Government workstations fully operational within 60 days after date of award. IOC is further defined as the ability to deliver no less than 35 completed vehicles within 90 days after date of award with a ramp up of production between 90 days and 180 days such that the full rate required by the delivery order is reached by 180 days after delivery order award. Once the option is exercised IOC is defined as the ability to ramp up production so that the full rate required by the task order is reached by no later then month 15 or the first month of the ordering period for which the option is exercised.

C.15.1 The Government reserves the right to adjust the vehicle models and quantity of equipment refurbished by the contractor based on Theater requirements and availability. If the Government changes the priority of work based on quantity and type, the contractor will be given notification, in writing, 30 days prior to adjusted production requirements (see F narrative F0001 for additional information). Any additional work that exceeds the scope of effort outlined herein, in terms of proposed hours, materials and travel costs, shall be subject to further negotiation as required by the Changes Clause found in the contractors basic contract.

C.16 CONTRACTING OFFICERS REPRESENTATIVE (COR): The COR for this task order is, xxxxxxxxxxxx DSN xxxxxxxxxxxxxx. The COR is subject to change at any time upon written notice from the PCO.

C.17 QUALITY ASSURANCE/QUALITY CONTROL.

C.17.1 Quality System/Program. The Contractor shall develop, implement, and maintain a quality system acceptable to the Government for all supplies and services to be provided under this contract. The quality system shall, as a minimum, meet the requirements of ANSI/ISO/ASQ Q9001:2000 Quality Management System Requirements, or an equivalent standard acceptable to the Government. Government approval of the Quality System is not required, if at the time of contract award, the Contractor is registered to this standard by an accredited third party auditing firm or certification body. The Contractors Quality System requirements shall apply at the place of execution, fabrication, in-process and final assembly. The quality system shall address all software and hardware contractual requirements. The quality system and manual shall follow the guidelines in ISO10013:1995, Guidelines for Developing Quality Manuals or an equivalent document. The Quality Assurance Manual and procedures shall be made available to the Government for review upon request.

C.17.2 In-Process Inspection: The Contractor shall identify and establish in-process inspection points and document inspections where the absence of such inspections could adversely affect component or system quality. These inspections shall evaluate the conformance of materials, welding, workmanship and processes to contractual, drawing and performance specification requirements. The Contractor shall collect and analyze data to assure the Government Representative of statistical process capability. The Government reserves the right to either witness or conduct its own in-process inspections.

C.17.3 Final Inspection Record (FIR). The Contractor shall prepare and maintain an end item FIR for vehicles delivered, to include a listing of all scheduled and unscheduled maintenance actions completed. The FIR shall incorporate the IMAD document. The FIR shall list each characteristic and function inspected to verify the contractor has performed the maintenance and repair actions as required by the Government approved IMAD. The FIR shall be in the Contractor Format, however at a minimum, the FIR shall have blocks for the contractor inspector's initials indicating that each vehicle maintenance action was inspected and either accepted or rejected, and another block for re-inspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the contractor rendering approval. A sheet to record deficiencies and corrective actions shall be attached as the last sheet of the FIR. IAW CDRL A005 the FIR shall be provided to the Government and shall be subject to Government review and comment. Upon Government approval, any subsequent changes to the FIR shall be approved by the PCO.

C.17.3.1 If the Contractor determines that the FIR is not appropriate for final inspection of the end item for any reason, the contractor must obtain written approval from the Government prior to employing any other form for this purpose.

C.17.4 FINAL INSPECTION.

Upon completion of all Scheduled Maintenance and Repair actions required under the firm fixed price CLINs and all authorized unscheduled maintenance and repair actions under the T&M CLINs, the contractor shall demonstrate the vehicle is in accordance with the Government approved Final Inspection Record (FIR)(see C.17.3 for FIR requirements) for that vehicle, including demonstrating that all scheduled and unscheduled Maintenance & Repair actions annotated on the IMAD were performed as authorized.

C.17.4.1 If the vehicle successfully demonstrates full FIR performance the vehicle shall be finally accepted and a DD250 or WAWF with the IMAD attached shall be approved by the QAR.

C.17.4.2 If full FIR performance is not achieved by the vehicle, the contractor shall, within the firm fixed price, investigate and determine the cause of the shortcomings. If the performance shortcoming is caused by a workmanship or contractor furnished material failure on Maintenance and Repair actions that the contractor performed, regardless of whether the work was performed under the FFP or T&M portions of the contract, the contractor shall provide at no additional cost to the Government all labor needed to remedy such shortcoming and demonstrate full FIR performance.

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C.17.4.3 If full FIR performance is not achieved, but there is no workmanship or contractor furnished material failure in any of the Maintenance and Repair actions attributable to the contractor under the FFP or T&M CLINs, then the contractor shall be considered to have met its performance requirement under the contract, and is entitled to full payment for the fixed price work performed. The Government may authorize additional T&M effort to bring the vehicle up to full FIR performance levels.

C.17.5 Inspection Equipment. Except as otherwise expressly provided for under this contract, the Contractor is responsible for the supply, care, calibration and maintenance of all inspection and test equipment necessary to assure that end item components conform to contract requirements.

C.17.5.1 The Contractor shall calibrate all inspection and test equipment used for inspection, testing, and acceptance testing in accordance with the requirements in ANSI/ISO/ASQ 9001:2000 and in conformance with the guidance in ISO10012-1 and -2, Quality Assurance Requirements for Measuring Equipment.

C.17.5.1.1 The Contractor shall make inspection equipment available to the Government Inspector during Government in-process or end item inspection. Upon completion of the inspection by the Government Inspector, all inspection equipment shall be returned to the Contractor.

C.17.6 Inspection Records. Inspection records of the examinations and tests (either in-process or end item) performed by the Contractor shall be kept complete and available to the Government for a period of 6 months following completion of the contract.

C.17.7 The Contractor shall establish and maintain a complete Quality Control Plan IAW CDRL A003 to ensure requirements of the contract are provided as specified above. One copy of the contractor's draft Quality Control Plan shall be provided to the contracting officer; not later than the Start of Work meeting. An updated copy must be provided to the ACO and contracting officer on the performance start date and as changes occur throughout the duration of the contract.

C.17.8. The Quality Control Plan shall describe the methods for identifying and preventing defects before the level of performance becomes unacceptable regarding the process of inspecting and refurbishing the equipment.

C.17.9. The Government will evaluate the Contractor's performance under this contract using the method of surveillance utilizing random sampling of completed vehicles The Government will record all surveillance observations of the Contractor. When the Government observes defective performance, the QAR will obtain the Contractor's representatives' initials on the record of observation.

The QAR will inspect and verify that all services and maintenance performed meet Government standards prior to accepting vehicles.

C.18 START OF WORK MEETING. A start of work meeting shall be held at U.S. Army TACOM-LCMC within 15 days of contract award. The actual date will be coordinated between the contractor and the PCO. The contractor shall provide written minutes of these meetings IAW CDRL A004, which must be signed by the contractor's manager and Government Representative.

C.18.1 The Government reserves the right to hold a start of work meeting at the Contractors refurbishment facility. The actual date will be coordinated between the contractor and the Government. The contractor shall provide written minutes of these meetings IAW CDRL A004, which must be signed by the contractor's manager and the Government.

C.18.2 In addition to the Start of Work Meeting, the Contractor shall perform a dry run walk thru to the Government to demonstrate an understanding of the TPER process. This shall take place no later no later that 50 days after contract award at the Contractors site in Kuwait using a Government provided vehicle. The dry run shall include:

- A demonstration of the process by which the contractor will complete the Points Checklist in conjunction with Government personnel
- A demonstration and walk thru of the Contractor preparing an IMAD to include sample entries completed IAW paragraph C.5.
- A demonstration and walk thru of a completed FIR.
- A run of the Road Test on the proposed course.
- A completed request with supporting documentation for procurement of two sample items (assume not currently available in the Government supply system) und the provisions of Local Purchase (see paragraph C.11.1.

C.19 PERFORMANCE EVALUATION MEETINGS. At the QARs discretion the contractor shall meet to discuss various performance issues. Meetings will be scheduled as needed and can be accomplished through a Video Telephone Conference (VTC). The contractor may request meetings whenever a Contract Discrepancy Report is issued. The contractor shall provide written minutes of these meetings IAW CDRL A004, which must be signed by the contractor's manager and COTR.

C.20 REPORTS. The contractor shall electronically submit the following reports, in Contractor format, in accordance with the referenced CDRLs:

C.20.1 FINAL INSPECTION REPORT. The contractor shall extract from the available technical documentation the levels of performance each vehicle shall demonstrate in order to be certified as meeting 10 and 20 standards. These performance levels shall be compiled into a Draft FIR to be used to demonstrate the refurbished vehicles performance and shall be submitted to the Government for review 30 days



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after contract award IAW CDRL A005.

C.20.2.1 Production Report (Weekly). The contractor shall provide a report detailing the total number of vehicles available by model for refurbishment, assets inducted into the refurbishment program, and the number of assets completed during the week by vehicle model. (CDRL A007)

C.20.2.2 Locally Purchased Parts Report (Monthly). The contractor shall provide a report by NSN to include a list of all parts that were purchased outside the Government supply system. The report shall include the NSN, serial number, and model number of the vehicle they were used on. (CDRL A008)

C.20.2.3 PARTS FORECAST: Beginning 90 days after contract award, and continuing every 90 days thereafter, the contractor shall provide to the Contract Specialist, a forecasted list of parts that the contractors plans on ordering within the next 90 days. This forecast is designed to help maintain adequate stockage levels in the Government Supply system. The parts forecast shall be in contractor format but should include the NSNs, and quantities of the parts forecasted.

C.21 DEFINITIONS. RESERVED

C.22 GOVERNMENT FURNISHED MATERIAL, PROPERTY, AND SERVICES. RESERVED

C.23. CONTRACTOR FURNISHED ITEMS AND SERVICES. RESERVED

C.24 GENERAL SOW REQUIREMENTS. Except for those items specifically stated to be Government furnished in this solicitation, the Contractor shall furnish everything required to perform this contract. The contractor shall provide every thing else needed to accomplish the requirements listed in this SOW and related reference material associated with the vehicles being refurbished with the exception of the parts requisitioned by means of Standard Army Management Information Systems (STAMIS). The contractor is responsible for all costs to perform the effort with the exception of the hardware costs of replacement parts, which will be ordered by the Contractor, but will be provided as Government Furnished Material. This includes the contractor providing all equipment, tools, miscellaneous materials, and computers, necessary to accomplish the services and repairs as needed. This will also include overhead lift capability, forklifts, welding equipment, servicing equipment, air compressors, and other equipment required to perform this contract. In addition, the contractor will provide personal protection equipment (PPE) and items for personnel safety, i.e. safety shoes, coveralls, and hearing protection IAW standard OSHA and theater requirements.

\*\*\* END OF NARRATIVE C 0001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 CHANGED 52.242-4457 (TACOM)		DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2006

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) For the Initial Task Order the contractor shall start deliveries 90 days after the delivery order date. For subsequent Task Orders, deliveries shall start 60 days after issuance of Task Order (or later if specified in the order) and continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 35 units every 30 days;

(ii) You'll deliver a maximum of 320 units every 30 days

(iii) With prior approval of the Contracting Officer you can deliver more than the maximum number of units every thirty days: at no additional cost to the government.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START \_\_\_\_\_ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_UNITS EVERY 30 DAYS.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 DELETED	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-2 CHANGED	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through the end of month 58 of the contract.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

Exhibit A	CDRL A001 Inspection Maintenance Authorized Report (IMAD)
Exhibit B	CDRL A002 IMAD Summary Report
Exhibit C	CDRL A003 Quality Control Plan (QCP)
Exhibit D	CDRL A004 Meeting Minutes
Exhibit E	CDRL A005 Final Inspection Report
Exhibit F	CDRL A006 Supply Data Report
Exhibit G	CDRL A007 Production Report
Exhibit H	CDRL A008 Report
Attachment 001	ATTACHMENT 001 Mix of Candidate Vehicles
Attachment 002	ATTACHMENT 002 Instructions for Enhancements and Upgrades
Attachment 003	ATTACHMENT 003 Publications and Forms
Attachment 004	ATTACHMENT 004 Additional Instructions and Mandatory replacement Parts
Attachment 005	ATTACHMENT 005 Point System Checklist
Attachment 006	ATTACHMENT 006 SOP on DMO Retrograde of the Unserviceable Assemblies
Attachment 007	ATTACHMENT 007 Unified Facilities Criteria (UFC) DoD Minimum Antiterrorism Standards for Buildings
Attachment 008	ATTACHMENT 008 Performance Approach Matrix
Attachment 009	ATTACHMENT 009 Performance Risk Factor - Experience Subfactor Contract Reference Data Sheet
Attachment 010	ATTACHMENT 010 Past Performance Questionnaire
Attachment 011	ATTACHMENT 011 LTV TPER Evaluation
Attachment 012	ATTACHMENT 012 Frag 1, 2, and 5 Modification Installation
Attachment 013	ATTACHMENT 013 Frag 2 Font Wheelwell Armor Ver 2
Attachment 014	ATTACHMENT 014 Frag 5 Install Instructions Change 3
Attachment 015	ATTACHMENT 015 Door IED Aluminum Overlay EIR
Attachment 016	ATTACHMENT 016 Gunner Restraint Install Instructions
Attachment 017	ATTACHMENT 017 Fire Suppression Installation Instructions
Attachment 018	ATTACHMENT 018 Install Instructions O-GPK-BPMTU
Attachment 019a	ATTACHMENT 019a DLR/ORIL External SOP
Attachment 019b	ATTACHMENT 019b Overage Recoverable Items Policy
Attachment 019c	ATTACHMENT 019c POC Information

\*\*\* END OF NARRATIVE J 0001 \*\*\*

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL INSTRUCTIONS AND CONTENT

L.1.1 Volume I: The offeror shall submit an electronic version via Email only of their proposal as specified below. All proposal information must be in the English language. The proposal shall include a volume for each factor of the evaluation, and a volume entitled Certification & Representations for the following information:

- a. One copy of SF 33 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror.
- b. One copy of this solicitation (Sections A-K) with all fill-ins completed.

L.2 Proposal Instructions, Format and Content.

L.2.1 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. The solicitation section Evaluation Factors for Award sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard) and shall be in US dollars. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government. Offers shall be submitted electronically to electronic mailbox offers@tacom.army.mil in the following types and quantities:

Volume Number	Title	Electronic Copies (email only)
	Cover Letter	1
Volume I	SF33/Section K	1
Volume II	Factor 1: Refurbishment Capability	1
Volume III	Factor 2: Performance Risk	1
Volume IIIA	Factor 2: Subfactor 1: Experience	1
Volume IIIB	Factor 2: Subfactor 2: Past Performance	1
Volume IV	Factor 3: Price	1

L.2.2 Proposal Instructions. The proposal should be accompanied by an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal. Collateral material (brochures and catalogs), in the English language, are to be sent electronically as an attachment in the email message.

L.2.3 NOTICE REGARDING EMAIL PROPOSALS.

L.2.3.1. Offerors must submit the electronic copies of the offer via electronic mail to \\*HYPERLINK "mailto:offers@tacom.army.mil" [offers@tacom.army.mil](mailto:offers@tacom.army.mil).

L.2.3.2. Offerors are cautioned that Email is not instantaneous; begin your electronic submission well in advance of the solicitation closing date to ensure that the entire proposal is received in time to be considered for award. If any of your emails are not received by the RFP closing deadline, pursuant to FAR 52.214-1 your proposal may be rejected as late. The offers electronic mailbox will provide a confirmation that each email submission was received. If you do not receive a confirmation for each email sent, you should re-send the submission. If you still do not receive confirmation that your submission was received, contact the PCO/Buyer.

L.2.3.3. Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of email bandwidth, offerors will be required to submit proposals in multiple Email submissions; because of the expedited evaluation schedule, it is critical that all offerors carefully and completely identify the parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes.

L.2.3.4. Offerors shall identify in the email subject line the solicitation number, closing date, context, and the offerors name: example "W56HZV-07-R-0489 (LTV TPER Proposal) DUE XX-XX-07, Message 1 of 5, XYZ Company".

L.2.3.5. The proposal submission will be provided as attachments to a series of emails. The Offerors name, address and contact phone number shall be in the body of the message. In the body of each email message of the proposal the offeror shall also provide an inventory of the attachments provided, and information that accounts for each email in relation to the entire proposal. As an example, this is message 3 of a total of 6 messages comprising the proposal of XYZ Company. Attached to this email are 4 attachments; these attachments comprise parts 1 through 4 of 6 total parts of Technical Performance volume 3. Contractor format is acceptable.

L.2.3.6. Each message attachment shall be appropriately labeled so that it may easily be identified for evaluation, example Volume 4, attachment 1 of 4.

L.2.3.7. Offerors are requested to the maximum extent practical not to provide attachments from multiple volumes within messages; each message should include attachments from only one volume.

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L.2.4 Lateness. The lateness rules for submitted proposals are outlined in FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition," incorporated in to this solicitation.

L.2.5 Electronic Copies. Offerors must submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

- (i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

L.2.6 See content instructions for Volume I, Certifications & Representations. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:

- (a) If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable; the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under 15.208 <http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/15.htm>(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" as described above.
- (b) Paper Copies. Paper copies of offers will not be accepted.

L.2.7 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.3 Volume II Refurbishment Capability Volume. The offerors Refurbishment Capability Factor Volume shall include the following:

All Offerors shall prepare a Refurbishment Capability Factor proposal addressing (a) Manufacturing facilities, (b) Key Tooling and Equipment, (c) Refurbishment Approach and (d) Availability of Personnel. For proposal preparation and evaluation purposes, the Offeror shall prepare its proposal and provide a plan based on the contract delivery requirements in Section F.

L.3.1 Offerors are required to submit the following information in support of this Factor:

L.3.1.1 Manufacturing Facilities: Identify the proposed facility (ies) specifically intended for use in Refurbishment. Provide the dimensional size of all structures, storage areas, lots, test facilities, open areas, and shipping/receiving areas. Offeror must distinguish between existing facilities and proposed plans to obtain facilities. Provide a milestone schedule for any new facility construction or leasing, and identify the size and capacity of the new facility and any impact that the new facility construction or leasing may have on the proposed Refurbishment schedule. In the case of leasing arrangements, provide a copy of the lease document. Lastly, provide substantiating information establishing the conformance of the proposed facility location with the requirements of C.12. Location. If you plan to use subcontractor support, address the above details with regard to subcontracted effort. Offerors shall provide photographs of the proposed facilities as part of the proposal.

L.3.1.2 Key Tooling and Equipment: Identify the key tooling and equipment required and categorize the equipment and tooling in accordance with its proposed use. Offerors must distinguish between existing tooling and equipment and proposed plans to obtain tooling and equipment. Provide milestones for the operation availability of all key tooling and equipment. Address any problems that the availability of equipment may have on Refurbishment and how you will remedy that problem. If you plan to use major subcontractor support, address the above details with regard to subcontracted effort. Offerors shall provide photographs of the proposed tooling as part of the proposal.

L.3.1.3 Refurbishment Approach: Describe your proposed Refurbishment facility(ies) layout to accommodate the maximum daily Refurbishment rate to be refurbished under the contract as well as the Unscheduled Maintenance Actions required under the contract. The layout should identify the progressive physical flow of hardware within the proposed Refurbishment site(s). The progressive physical flow shall detail the flow process from the point of material receipt and storage through sub-assembly work, final assembly, prep and ship

L.3.1.4 Availability of Personnel. Discuss planning to provide for the availability of personnel to satisfy the refurbishment, given the offerors refurbishment approach as provided above. Specifically discuss the present availability of personnel (heads and skills) and, where available heads (by skill) are not available to satisfy the offerors personnel needs (as identified in the proposed response

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above, discuss in detail your plans to provide for the remaining required personnel to satisfy the delivery rates provided in Section F based upon the offerors refurbishment approach as provided in above.

L. 4 Volume III Performance Risk Factor. The Performance Risk Factor consists of two subfactors, Experience and Past Performance. Utilizing information provided by the offeror, the Government will assess relative risk as follows:

( a ) EXPERIENCE involves the Governments determination of the extent to which the offeror has, or does not have, recent and relevant performance history of work similar to the requirements of this RFP.

( b ) PAST PERFORMANCE involves the Governments determination of the extent to which the offerors performance history represents prime contract management of relevant contracts, considered with respect to quality, responsiveness and timeliness.

L.4.1 PERFORMANCE RISK INFORMATION REQUIREMENT: PERFORMANCE APPROACH

L.4.1.1 In support of the proposal for the Performance Risk Factor, so that the similarity of prior work to LTV TPER can be assessed, offerors are requested to submit information about the approach to performing the effort. This Performance Approach is defined as the methods to be employed in performing the SOW, including the organization proposed by the offeror to accomplish the goals and objectives of the contract. This organization includes the prime contractor as the overall manager of the effort but also is likely to include an array of subcontractors and team members who will each perform discreet elements of the work. For the specific work elements and capabilities highlighted below in the experience considerations, offerors shall identify the entity that will perform each element. For the purpose of this evaluation, performance of the work means direct, first level supervision of its accomplishment regardless of the actual employer of the individual executing the task. For convenience, a Performance Approach matrix is attached as attachment 008. The offerors shall fill in this matrix with the relevant information requested. Failure to fill in and provide the matrix at attachment 008 may subject your proposal to rejection for failure to meaningfully respond to the solicitation.

L.4.2 EXPERIENCE Subfactor: In this section the offeror shall describe recent and relevant experience for itself and any subcontractors performing any aspects of the considerations highlighted below.

L.4.2.1 CONTRACT INFORMATION REQUIREMENTS

L.4.2.1.1 In the Experience volume, we request that you provide information on recent, relevant contracts for (i) you, and (ii) your proposed subcontractors/team members as detailed in attachment 008. These may include foreign, federal, state, local and private industry contracts. Recent experience includes performance of contracts occurring within approximately 3 years of the date of issuance of this solicitation

L.4.2.1.2 For each entity performing any of the discreet work elements described in the consideration listed below, as described in attachment 008, please provide the following information for each contract (for convenience a format is provide at attachment 009):

- (a) Contract Number (and delivery order number if applicable)
- (b) Contract Type
- (c) Total Value of the Contract:(beginning & ending value)
- (d) Delivery Schedule (beginning, ending, & average monthly rates)
- (e) Government or commercial contracting activity address, telephone number and e-mail.
- (f) Procuring Contracting Officers (PCO) and/or Contract Specialists name, telephone number and e-mail
- (g) Government or commercial administrative contracting officer (ACO), contracting officers representative (COR), performance certifier, and/or quality assurance representative (QAR), name, telephone number and email.
- (h) A detailed description of scope of work requirements and a discussion of\~the similarities between the cited contract scope and the scope of this RFP. \~
- (i) The dates of contract performance.
- (j) Any subcontracting or teaming agreements.

L.4.2.2 EXPERIENCE CONSIDERATIONS

L.4.2.2.1 Offerors shall provide detailed information regarding the prime and any team members experience with the following four considerations.

Consideration #1: Experience with -10/-20 Maintenance

Offerors shall focus on demonstrating experience with the following work tasks to support the experience of the team member(s) that will be performing the work contemplated by this consideration. For each of the work tasks, provide information about experience with the specific HMMV models that are the subject of the LTV TPER. Offerors who do not possess this specific experience may provide other experience, but shall explain thoroughly how this other experience is similar to performing the work task on the LTV TPER HMMV models and specifically how the risk of unsuccessful performance is reduced by its experience.

a. Experience with performing scheduled maintenance.

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b. Experience with diagnostic troubleshooting and performance of unscheduled maintenance.

c. Experience with Removal and Replacement of major components

Consideration #2: Experience with -10/-20 Maintenance at comparable volumes

Offerors shall focus on demonstrating experience with the following work tasks to support the experience of the team member(s) that will be performing the work contemplated by this consideration. For each of the work tasks, provide information about experience with the specific HMMWV models that are the subject of the LTV TPER. Offerors who do not possess this specific experience may provide other experience, but shall explain thoroughly how this other experience is similar to performing the work task on the LTV TPER HMMWV models and specifically how the risk of unsuccessful performance is reduced by its experience.

a. Experience with performing scheduled maintenance at rates of up to 320 vehicles/month.

b. Experience with diagnostic troubleshooting and performance of unscheduled maintenance at rates of up to 320 vehicles/month.

c. Experience with Removal and Replacement of major components at the rates contemplated by the proportions for each listed subcomponent specified in Section C.

Consideration #3: Experience in Kuwait

Offerors shall focus on demonstrating experience with the following work tasks to support the experience of the team member(s) that will be performing the work contemplated by this consideration. For each of the work tasks, provide information about experience working in Kuwait, which is where the LTV TPER must be performed. Offerors who do not possess this specific experience may provide other experience, but shall explain thoroughly how this other experience is similar to performing in Kuwait and how the risk of unsuccessful performance is reduced by its experience.

a. Experience with recruiting, hiring, and deploying to Kuwait, Third Country National (TCN) personnel.

b. Experience with recruiting, hiring, and deploying to Kuwait United States ex-patriot and other western personnel.

c. Experience with establishing and operating a Contractor owned facility in Kuwait.

Consideration #4: HMMWV Experience

Offerors shall focus on demonstrating experience with the following to support the experience of the team member(s) that will be providing the capability contemplated by this consideration. For each of the capabilities, provide information about experience as the OEM for HMMWV models under LTV TPER. Offerors who do not possess this specific experience may provide other experience, but shall explain thoroughly how this other experience is similar to HMMWV OEM experience and how the risk of unsuccessful performance is reduced by its experience.

a. Familiarity with the design of the HMMWV.

b. Experience with the maintenance procedures for the HMMWV.

c. HMMWV parts acquisition experience

Included is access to an ongoing production line with parts inventory or possession of a Bill Of Material (BOM) with sources so that parts may be effectively acquired.

L.4.3 Volume IV - Past Performance. Offerors are strongly encouraged to submit the Past Performance sub-volume to Lisa Butt at lisa.butt@acom.army.mil, by 20 May 07 but no later than the date set for receipt of proposals.

L.4.3.1. Questionnaires: A past performance questionnaire is provided at attachment 010. A copy of the "Past Performance Questionnaire" will also be posted on the website for your use in electronically sending it to your customers. For the contracts offered for evaluation, the Offeror shall send a copy of the past performance questionnaire directly to (a) the federal, state and local government agency, and (b) the commercial private industry customers which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the Offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at lisa.butt@us.army.mil no later than five (5) days before the solicitation closing date (See Block #9 of the SF 33 cover page to this solicitation).



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L.4.3.2 Past Performance Proposal Submission Requirements: The Offeror is required to provide the following:

L.4.3.3. Recent Contract Information. The Offeror shall identify and submit no more than five of the most recent/relevant contracts. These contracts may include Federal, State, and local government and commercial contracts. Recent contracts are those with any performance occurring within the three years prior to the date this RFP was issued.

L.4.3.4. Relevant Contract Information. The Government will evaluate the Past Performance of the prime contractor only. Performance of the LTV TPER effort will require the contractor to manage a wide range of performance activities, and experience has shown that this is likely to involve an array of subcontractors and team members. Your submitted past performance contracts shall address your previous efforts in performing prime contract management of efforts similar in performance approach to the LTV TPER.

For each of your recent and relevant past contracts, provide the following information:

- a. Contract Number and company or agency that awarded the contract
- b. Narrative Description of the work scope and dollar value and a comparison with the work scope and anticipated dollar value of this solicitation
- c. Contracting point of contact, technical point of contact for that customer, including their addresses, phone numbers, and e-mail addresses
- d. A discussion of the performance approach similarities of the prime contract management effort to that required by LTV TPER.
- d. A discussion of any noteworthy quality, delivery, or customer satisfaction accomplishments or recognition
- e. A discussion of any quality, delivery, or customer problems that occurred, how they were resolved, and steps taken to avoid similar problems in the future.

Note: If the point of contact does not speak English, it is the Offerors responsibility to have an interpreter present if this person is contacted by the Government.

L.4.3.5 Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems found in proposals. The burden of providing thorough and complete past performance information remains with you.

L.5. Volume IV Price Factor

L.5.1 Offeror will insert unit prices for all CLINs as instructed in spreadsheet at Attachment 011. Offeror will provide the following prices for each ordering period.

L.5.1.1 For the firm fixed price CLINs for mandatory tasks the offeror is to provide unit prices per vehicle for each quantity range. The quantity ranges refer to the monthly Refurbishment rate for all vehicle types combined regardless of vehicle mix. Offeror will also provide unit prices per vehicle for each quantity range for Guaranteed Minimum CLINs, and for each quantity range for option CLINs.

L.5.1.2 For the firm fixed price per replacement for major items the offeror is to provide a unit price per replacement for each of the six major assemblies for each vehicle type.

L.5.1.3 For the T&M labor portion covering unscheduled maintenance the offeror is to provide fully built-up prices per hour for each required labor skill category.

L.5.1.4 For the time-and-material-related work under the contract, as shown on Attachment 011 the offeror shall provide a material handling factor for each ordering period. Related to these proposed factors, the offeror shall provide the following data in the Price Volume. The offeror shall quantitatively show what costs are included in the proposed percentage factors for material handling costs. (The proposed percentage factors for material handling costs will be added to all allowable and allocable direct material cost that the contractor incurs as part of the time and material effort. (For example, if the factor is 10%, the contractor would be paid \$1.10 for each dollar of direct material incurred.) The factor is as provided in FAR 16.601(a)(2) and 16.601(b)(2). Transportation will be included as part of the reimbursable material and shall not be included in the material handling factor. No profit shall be included in this factor.

L.5.1.5 Consistent with the prices identified in this spreadsheet and the information contained in your Volume II Refurbishment Capability Volume, the offeror is required to submit limited cost and pricing information to support the proposed amount. The Price Factor shall include the prices for all CLINs set forth in spreadsheet at Attachment 011. All prices, as well as any pricing information provided as a result of these instructions, shall be in U.S. dollars. Also provide a basis for establishing the proposed prices of all first contract year CLINs, including verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspection. Address significant factors accounting for price differences for other contract years

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and for the Guaranteed Minimum CLINs. The above information is intended to establish the reasonableness and realism of the offerors proposed prices. Spreadsheets should be Microsoft EXCEL or compatible equivalent and should be read-only.

L.5.1.6 Labor Spreadsheet: The offeror is required to provide an electronic spreadsheet for labor. All direct labor positions or categories shall be identified. Additional columns shall identify: base pay rate, nationality (ex: Local, Western, Third Country National), and general description of qualifications. Other columns may be added as appropriate. Offeror will use the general format of sample spreadsheet at attachment 011. If labor rates include allowances for overtime, fringe, foreign differential, bonuses, or other factors, identify those amounts and the derivations. Identify which if any rates are included in a current FPRA or have been audited by DCAA and include DCAA/DCMA contacts. Labor spreadsheets are required for first ordering period prices only.

L.5.1.7 Firm Fixed Price Effort: The offeror shall provide the following information on a per unit basis for first ordering period, second ordering period, and second ordering period with option pricing. Separate summaries shall be provided for the firm fixed price per vehicle refurbishment and fixed prices per assembly for each of the four major assembly replacement efforts. Price information for major assembly replacement should address labor offset for mandatory tasks eliminated or duplicated by the replacement. Where range pricing applies the offeror should submit this data for the quantity range price of the range with the highest evaluation weight. The offeror should provide narratives explaining significant variances for low or high quantity range prices.

1. Material Cost
2. Material Overhead
3. Touch Labor
4. Labor Overhead
5. Amortized Engineering
6. Engineering Overhead
7. Travel
8. Other Direct Costs (including non-material subcontracts)
9. FCCM
10. G&A
11. Fee/Profit
12. Quantity unit price

L.5.1.8 Price Supporting Information. The offeror is required to provide on a per unit basis narratives describing the basis and rationale for each element included in the summaries from L.5.4.3. Identify any judgmental characteristics applied and any mathematical, statistical, or other methods used in pricing, and the nature and amount of any contingencies or adjustments included in the proposed amounts. Provide current FPRA if available, pool and base information with historical data or projected costs with explanation of reasoning. Identify any DCAA audited information and DCAA / DCMA contacts.

L.5.1.8.1 Material: Offeror shall provide basis for direct material cost. This may include priced bills of material, engineering estimates with reasoning explained, historical information, etc.

L.5.1.8.2 Indirect costs and FCCM: (including Material Overhead, Labor Overhead, Engineering Overhead, G&A) Offeror shall provide basis for each indirect rate and FCCM rate.

L.5.1.8.3 Touch Labor: Offeror will provide proposed direct labor hours, rates per hour, and amounts by labor position or category.

L.5.1.8.4 Engineering Labor: If engineering is direct charged the offeror will provide proposed direct labor hours, rates per hour, and amounts by labor position or category. Spreadsheet for labor required under L.5.4.2 shall be linked or cross-referenced.

L.5.1.8.5 Travel: Offeror is required to provide proposed travel costs including but not limited to business travel, deployment costs, home leave and/or R&R travel. Include number of travelers, duration, air fare, lodging, per diem, etc. and basis for projected costs.

L.5.1.8.6 Other Direct Costs: Offeror will provide amounts and detailed basis of estimates for all other proposed direct costs if any such as facilities, tooling, setup, freight, employee housing, etc.

L.5.1.8.7 Insurance cost for assuming responsibility for all loss or damage to Government Furnished Property while in the offerors possession. Offerors shall identify the cost of insurance, and any other costs associated with this responsibility. This includes costs associated with responsibility for Government Furnished vehicles as well as responsibility for Government Furnished replacement parts.

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Basis of Award.

M.1.1 As a result of this solicitation, the Government anticipates awarding one Indefinite Delivery/Indefinite Quantity contract to the source whose proposal is most advantageous and realistic considering the evaluation criteria described below. However, the Government reserves the right to make no award as a result of this solicitation if, upon evaluation, none of the proposals are deemed to meet the Governments requirements at an acceptable level of risk or price. The evaluation of proposals submitted in response to this solicitation will be conducted on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government.

M.1.2 The Government will weigh the evaluated proposal (other than the Price Factor) against the evaluated price to the Government. The evaluation Factors to select the most advantageous proposal are: Refurbishment Capability, Performance Risk, and Price. As part of the best value determination, the relative strengths, weaknesses and risks of each Offeror's proposals shall be considered in selecting the offer that is most advantageous and represents the best overall value to the Government.

M.1.3 Offerors must be determined to be Responsible in accordance with FAR 9.103 in order to be eligible for award. Details for the Determination of Responsibility and Trade-offs are set forth below.

M.2 Rejection of Offers. The Government may reject any proposal which:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration, as specified in the solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform RFP requirements due to submission of a proposal that is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained, significant inconsistency between the proposed effort and the proposed price, which implies the Offeror has (1) inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- d. An offer that is unbalanced, as to prices. An unbalanced offer is one, which is based on prices significantly high or low for one given ordering period versus another ordering period; or
- e. Fails to meaningfully respond to the Proposal Preparation Instructions specified in the solicitation.
- f. Offers a product or services that do not meet all stated material requirements of the solicitation.
- g. Is unaffordable

M.3 Evaluation and Source Selection Process

M.3.1 Evaluation Process. Selection of the successful offeror(s) shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and against the solicitation requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor. The Government reserves the right to reject offers, in accordance with solicitation provision Rejection of Offers above.

M.3.1.1 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.3.1.2 Source Selection Evaluation Board (SSEB). An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation.

M.3.1.3 Award Without Discussions. This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises offerors that the Government intends to make award without conducting discussions. Where award will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the offerors initial proposal should contain the offerors best terms from a refurbishment capability, performance risk, and pricing standpoint. However, under FAR 52.215-1, the Government reserves the right to hold discussions, if necessary.

M.3.2 Importance of Price. Award will be made to the responsible Offeror whose proposal represents the best value to the Government. This may not be the Offeror with the lowest price. However, the closer the Offerors evaluations are in those Factors other than Price, the more important Price becomes in the decision. Notwithstanding the relative order of importance of the four evaluation Factors stated herein, Price may be controlling when:

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- (a) proposals are otherwise considered approximately equal in Refurbishment Capability, and Performance Risk
- (b) an otherwise superior proposal is unaffordable; or
- (c) the advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.3.3 As stated below, the non-price factors, when taken together, are significantly more important than the price factor. This relative weight of the price factor was adopted due to the difficult nature of the local circumstances which are considered to present an elevated level of performance/cost risk for the selected contractor, particularly for the fixed price CLINS. Because of this, and due to the critical nature of the work to be performed to the GWOT mission of the US Army in this theatre, the relative weighting of the selection criteria are intended to emphasize in both the evaluation and source selection trade-off the assessment of risk levels in the refurbishment capability and performance factor based on the extent that the proposed prices are sufficient to present not merely an acceptable, but a very high likelihood of successful performance.

M.3.4 Affordability. Price can also play a role in the Governments evaluation of the affordability of an Offerors proposal. An Offeror may not receive an award if its proposal is unaffordable.

M.3.5 Risk Assessment. The Government will assess the risks (proposal risk and performance risk) of the Offerors proposal. It is important to distinguish the difference between proposal risk and performance risk.

M.3.5.1 Proposal Risks. Proposal Risks are those risks associated with an Offerors proposed approach in meeting the Governments requirements. Proposal Risk is assessed by the SSEB and is integrated into the assessment of the Refurbishment Capability, Performance Risk and Price Factors.

M.3.5.2 Performance Risks. Performance Risks are those risks associated with the probability that an Offeror will successfully perform the solicitation requirements as indicated by that Offerors record of past performance. Performance Risk will be assessed by the SSEB in the Performance Risk Factor.

M.3.6 Determination of Responsibility. Per FAR 9.103, contracts will be placed with only Contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104-1 and FAR 9.104-3(b). In addition, the Government may assess the Offerors financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an Offeror who cannot satisfy the Governments requirements as se forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$5,000,000 per year or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each Offerors proposal and ensure that a selected Contractor is responsible. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) arrange a visit to your plant and perform a necessary Pre-Award Survey, or
- (2) ask you to provide financial, technical, production, or managerial background information. If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

M.3.7 Evaluation Criteria

a. Evaluation Factors: The three (3) Evaluation Factors are:

- (1) Refurbishment Capability
- (2) Performance Risk
- (3) Price

b. The Refurbishment Capability Factor is most important and is more important than the Performance Risk Factor. The Performance Risk Factor is significantly more important than the Price Factor. Additionally, as required to be defined by FAR 15.304(e), the non- Price Factors of Refurbishment Capability and Performance Risk, when combined, are significantly more important than the Factor of Price.

c. The Performance Risk Factor is further divided into two subfactors: Experience and Past Performance. The Experience subfactor is more important than the Past Performance subfactor. The evaluation of proposals in response to this solicitation will be performed as follows:

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M.3.7.1 Refurbishment Capability Factor.

M.3.7.1.1 The Army is seeking a low risk Refurbishment capability based on to the maximum extent an existing capability. The area of Refurbishment Capability will assess the proposal risk probability (based on the information supplied in response to Section L) that the Offeror and its subcontractors will timely achieve performance satisfying Contract requirements. Offerors whose proposal indicates a refurbishment capability that is not currently available to meet the delivery requirements of the solicitation are not precluded, but will be considered higher risk than an offeror whose refurbishment capability is currently in place. Additionally, offerors whose proposed prices are assessed as either unsupported in whole or in part, or are inconsistent with the proposed refurbishment approach may be assessed as higher risk for meeting contract requirements under this factor.

M.3.7.2 Performance Risk Factor.

The Performance Risk Factor consists of two subfactors: Experience and Past Performance. The Experience subfactor is more important than the Past Performance subfactor.

M.3.7.2.1 Experience Subfactor.

M.3.7.2.1.1 Under the Experience subfactor the Government will assess the relative degree of risk that, based on the extent and relevance of experience, the offeror will timely and successfully deliver refurbished vehicles in accordance with the delivery schedule and scope of work. The Government will determine relative risk in proportion to the extent to which the offerors previous experience is highly, or not highly, relevant to the requirements of this RFP.

M.3.7.2.1.2 The Government will determine the relevance of previous experience to the requirements of this RFP by assessing the degree to which the performance approach used in the cited contract is similar to the performance approach to be employed in the contract resulting from this RFP. Therefore, offerors will not receive any credit in the evaluation for proposed experience of any team member if that team member is not performing the identical work under LTV TPER.

M.3.7.2.2 Past Performance Factor.

a. The assessment of Past Performance will be based on the Prime Offerors past record of contract performance, of contracts performed within the last three years, as it relates to the probability that the Offeror will successfully accomplish the required effort. Proposed subcontractors Past Performance will not be assessed in the evaluation, only the proposed Prime Contractors Past Performance will be considered. The assessment of relevance of prior work will be based on how similar the prime contract management performed under the prior contracts is to the LTV TPER in performance approach. The Government will determine the similarity of previous experience to the requirements of this RFP by assessing the degree to which the performance approach used in the cited contract is similar to the performance approach to be employed in the contract resulting from this RFP, including the extent that the offeror has previously employed the subcontractors proposed under LTV TPER. The assessment of the quality of past performance will consider customer satisfaction, delivery compliance, technical compliance, and subcontract/vendor management. The assessment of the similarity of the prior work to the LTV TPER and the assessment of the quality of the prior work as assessed by customers will be combined into a risk assessment regarding how likely successful the offeror will be in performing the LTV TPER contract.

b. Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating that reflects elevated performance risk. Offerors without a record of any relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as "Unknown Risk," which is neither favorable nor unfavorable.

c. In evaluating each Offeror's delivery compliance, the Government will look at the Offeror's delivery performance, against the contracts original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the Offeror, even if consideration was provided, will be counted against the Offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

d. Additionally, the Offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the Offeror.

M.3.8.1 Price Factor

M.3.8.1.1 The Price Area evaluation will consider the total evaluated price to the Government. The assessment of total evaluated price will include consideration of the reasonableness, realism and affordability of the proposed fixed prices, T&M hourly rate prices, and T&M material handling factor. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business. Realism asks the question, "Does the proposal accurately reflect the offeror's proposed effort to meet program objectives and requirements?" The results of the realism assessment may be used in the assessment of proposal risk under the Refurbishment Capability actor. In the event that the offerors Price Factor proposal either (a) is assessed as lacking realism under either the FFP or T&M portions of the proposal, or (b) is inconsistent with the offeror's Refurbishment Capability Factor Proposal and therefore reflects a lack of price realism relative to proposal assertions made under non-Price factors, the evaluation of the Refurbishment Capability Factor will be downgraded commensurate with the extent and impact of the Realism shortfalls. Consideration of

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affordability may be controlling in circumstances where two or more proposals are otherwise adjudged equal, or when the superior proposal is at a price which the government cannot afford. Additionally, price may be controlling where the non-price advantages of a particular proposal are not considered worthy of the additional price involved. Price reasonableness and realism may be evaluated by various means such as historical data, experience available from Government sources, and information provided in the offerors Refurbishment Capability Proposal. The results of the realism assessment may be used in the assessment of proposal risk and in determining offeror responsibility but will not be used to adjust the offerors total evaluated price.

M.3.8.1.2 For the Fixed Price CLINs, for work performed by the prime contractor or its subcontractors, the evaluation of realism seeks to determine whether the proposed prices per vehicle refurbishment or per major assembly replacement are likely to achieve contract requirements and objectives, including whether the proposed labor rates are realistic to hire and retain the labor skills proposed by the offeror. The evaluation will also include whether the proposed per vehicle or per assembly rates realistically include all other associated costs such as ordering of repair parts either through Government supply system or through a T&M CLIN, allowance for overtime, material handling or storage, clerical, supervision, quality assurance or other costs. In doing so, the Government will examine the offerors narrative requested in Section L that supports the proposed prices.

M.3.8.1.3 With regard to the T&M hourly labor rates, for work performed by the prime contractor or its subcontractors, the evaluation of realism seeks to determine whether the proposed labor rates for both the prime offeror and any subcontractors, are likely to achieve contract requirements and objectives, and whether the proposed hourly rates are realistic to hire and retain the labor skills proposed by the offeror. The evaluation will also include whether the proposed hourly rates realistically include all other associated costs such as ordering of repair parts either through Government supply system or through a T&M CLIN, allowance for overtime, material handling or storage, clerical, supervision, quality assurance, or other costs whether normally direct or indirect. In doing so, the Government will examine the offerors narrative requested in Section L that supports the proposed prices.

M.3.8.1.4 The total evaluated price will be determined through the summing in spreadsheet at Attachment 011 as filled in by the offeror IAW L.5.1. For purposes of evaluation only, for the firm fixed price CLINs for mandatory tasks, a weighted average unit price will be multiplied by the evaluated quantity. For purposes of evaluation only for the major assembly replacement CLINs the offerors proposed fixed price per assembly will be multiplied by the government's estimated annual quantity of replacements. For purposes of evaluation only, for the T&M portion covering unscheduled maintenance, for each required skill the contractors fixed price per hour will be multiplied by the governments estimated annual hours for that skill.

M.3.8.1.5 The total evaluated prices for material under the time and material CLINS based on direct material of as they appear on the T&M tab of attachment 011, plus the offeror's proposed material handling factor(s). Note that this government estimated material amount is defaulted in the evaluated price spreadsheet at Attachment 011. In order that all offerors are evaluated on the same basis the material cost is considered to be the purchase price plus transportation of parts whether purchased by the prime contractor or a subcontractor. Any subcontractor costs associated with T&M material must be included in the material factor.

\*\*\* END OF NARRATIVE M 0001 \*\*\*